

**APS CONTRACT MANAGEMENT OFFICE  
PROGRAM MANAGEMENT AND IV&V  
SUPPORT SERVICES  
CONTRACT NO. 50-PAPT-4-00043**



**GALAXY SCIENTIFIC CORPORATION**

**OFFICIAL FILE**

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## AWARD/CONTRACT

OMB No. 0605-0010 Expiration Date: 2/28/94

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) RATING

CONTRACT NO. 50-PAPT-4-00043		3. EFFECTIVE DATE	4. REQUISITION/PROJECT NO. C2 290C940004	
5. ISSUED BY Code: CODE U.S. DEPT. OF COMMERCE, PTO APS CONTRACT MANAGEMENT OFFICE BOX 14 WASHINGTON, DC 20231		6. ADMINISTERED BY Code: (If other than Item 5) U.S. DEPT. OF COMMERCE, PTO APS CONTRACT MANAGEMENT OFFICE 2231 Crystal Drive, Suite 702, RM784 ARLINGTON, VA 22202		
7. NAME AND ADDRESS OF CONTRACTOR Galaxy Scientific Corporation 2500 English Creek Ave. Bldg. 11 Pleasantville, NJ 08232  Code: Facility Code:		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		
10. SUBMIT INVOICES TO ADDRESS IN BLOCK 5: (4 Copies)		9. DISCOUNT FOR PROMPT PAYMENT N/A		
11. SHIP TO/ MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION [ ] 10 U.S.C. 2304(c) ( ) [ ] 41 U.S.C. 253(c) ( )				
14. ACCOUNTING AND APPROPRIATION DATA 94 A 29188 702100 2597 \$450,000.00				

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Schedule

15G. TOTAL AMOUNT OF CONTRACT

\$13,797,361.00

EXCEPTION TO STANDARD FORM SF26 (REV.4-85)

Prescribed by GSA  
FAR(48 CFR) 53.214

# AWARD/CONTRACT

SEC	16. TABLE OF CONTENTS DESCRIPTION	PAGE(S)
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M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 52-PAPT-3-00035, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) <div style="text-align: center; font-family: cursive;">James Yoh</div>	20A. NAME OF CONTRACTING OFFICER <div style="text-align: center; font-family: cursive;">James H. Murphy</div>
19B. NAME OF CONTRACTOR by <div style="text-align: center; font-family: cursive;">James Yoh</div> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA by <div style="text-align: center; font-family: cursive;">James H. Murphy</div> (Signature of Contracting Officer)
19C. DATE SIGNED <div style="text-align: center; font-family: cursive;">16 September 1994</div>	20C. DATE SIGNED <div style="text-align: center; font-family: cursive;">16 September 94</div>

EXCEPTION TO STANDARD FORM 26 (REV.4-85)

## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

## B.1

BASE PERIOD - Date of Award through February 28, 1995

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	38,000 hours
Est. Cost	\$1,707,743
Fixed Fee	\$ 58,165
Total Cost Plus Fixed Fee	\$1,765,908

OPTION PERIOD 1 - MARCH 1, 1995 Through February 29, 1996

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,902,597
Fixed Fee	\$ 101,415
Total Cost Plus Fixed Fee	\$3,004,012

OPTION PERIOD II - March 1, 1996 through February 28, 1997

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,813,593
Fixed Fee	\$ 102,696
Total Cost Plus Fixed Fee	\$2,916,289

OPTION PERIOD III - March 1, 1997 through February 28, 1998

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,906,727
Fixed Fee	\$ 105,865
Total Cost Plus Fixed Fee	\$3,012,592

OPTION PERIOD IV - March 1, 1998 through February 28, 1999

Item No.	Supplies/Services
01	Program Mgmt. and IV&V Support Services
Quantity	66,000 hours
Est. Cost	\$2,989,564
Fixed Fee	\$ 108,997
Total Cost Plus Fixed Fee	\$3,098,561

**B.2 LEVEL OF EFFORT--COST-REIMBURSEMENT TERM  
CONTRACT**

- (a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 38,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.
- (b) For determining level of effort hours, direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers. Support personnel such as company management, typists, and key punch operators will not be considered as part of the level of effort. However, support personnel should be charged directly to the contract if it is the Contractor's practice to do so.
- (c) If the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period ordered, an equitable downward adjustment of the fixed fee for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee.
- (d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds".

**B.3 ESTIMATED AND ALLOWABLE COSTS--INCREMENTALLY  
FUNDED CONTRACT**

**(a) Estimated Costs**

- (1) It is estimated that the total cost to the Government for

**B.3 (Continued)**

full performance of the contract will be \$13,797,361 of which the sum of \$13,320,223.00 represents the estimated reimbursable costs and \$477,138.00 represents the fixed fee.

- (2) Total funds currently available for payment and allotted to this contract are \$450,000.00 which represents the estimated reimbursable costs and the fixed fee. For further provisions on funding, see clause 52.232-22 "Limitation of Funds".
- (3) It is estimated that the amount currently allotted will cover the performance under the contract through September 30, 1995.
- (4) The Contracting Officer may allot additional funds to the contract without the concurrence of the Contractor.
- (5) When the contract is fully funded, the provisions of clause 52.232-20 "Limitation of Cost", clause 52.216-7 "Allowable Cost and Payment", and clause 52.216-8 "Fixed Fee" shall apply.

**(b) Allowable Costs**

- (1) Final annual indirect cost rate(s) and the appropriate base(s) shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2) Until final annual indirect cost rates are established for any period, the Government shall reimburse the contractor at billing rates established by the appropriate Government Representative in accordance with 42.704, subject to adjustment when the final rates are established.
- (3) Notwithstanding paragraphs No. (1) and (2) above, the U.S. Patent and Trademark Office's maximum liability for payment of indirect expenses shall be limited by the ceiling established in contract clause "H.15 Indirect Rate Ceilings".



**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT****PROJECT MANAGEMENT AND INDEPENDENT VERIFICATION AND VALIDATION (IV&V) SUPPORT SERVICES****C.1 STATEMENT OF WORK/SPECIFICATIONS**  
(CAR 1352.210-71) (JUL 1985)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

**C.1.1 BACKGROUND**

Since 1986, the Patent and Trademark Office (PTO) has contracted for project management and independent verification and validation (IV&V) support services, initially in support of Automated Patent System (APS) development. Over time, this support has been expanded to include support to other developmental and operational efforts within the PTO's agency-wide automation program. The program encompasses the design, development and implementation of new automated and the refinement of existing automated systems supporting virtually all aspects of PTO operations. Documentation describing the PTO's automation systems and program is listed in Section L.17.

The PTO is issuing this contract solicitation for project management and independent verification and validation (IV&V) support services to be provided upon the expiration of the current contract.

**C.2 SCOPE OF CONTRACT**

The contractor will provide project management, administration and independent technical analysis and evaluation in support of the PTO's automated systems. Automated system capabilities to be supported or evaluated in this manner include, but are not limited to: central computer systems; office automation capabilities linked together through a PTO-wide communications network; capabilities for full deployment of the automated patent text and image search, storage and retrieval systems; capabilities providing automated support of administrative and management functions; automation of patent application receipt, assignment, and tracking functions, including the electronic receipt of patent applications and other requests for PTO services; development of optical character recognition capabilities; and enhancements which allow terminal access to all resources needed for trademark application receipt and processing and advanced capabilities for information dissemination and exchange.

Support services shall be supplied in conformance with the terms and

conditions of this contract.

### C.3 TASK ORDERS

#### C.3.1. GENERAL

- a. The Contractor shall perform work under this contract as specified in written Task Orders (TO) issued by the Contracting Officer. Work shall be initiated and/or performed only after issuance by the Contracting Officer of a fully executed Task Order. The Task Order is considered executed or issued if it has been signed by the Contracting Officer. The work to be performed under these Task Orders shall be within the scope of the Contract.
- b. It is recognized and mutually agreed that the Government shall only be liable for costs and fee under the terms and conditions of this contract to the extent that a fully executed Task Order has been issued and covers the required work. Therefore, any cost and fee for any work not so authorized shall be disallowed.
- c. Each Task Order will include (1) a numerical designation, (2) the estimate of required labor hours and cost ceiling, (3) the period of performance and schedule of deliverables, (4) the description of the work (consisting of clearly defined task objectives, scope, methodology, resource requirements, milestones, and (5) identification of the period (base, option period 1, etc.) to which the Task Order is to be charged if the contract includes overlapping periods.
- d. The Contractor shall acknowledge receipt of each Task Order by returning to the Contracting Officer a signed copy of the Task Order within 5 calendar days after its receipt. The Contractor shall begin work on the Task Order in accordance with the effective start date indicated on the Task Order.
- e. This clause does not change the requirements of the clause B.1 "Level of Effort -- Cost Reimbursement Term Contract," nor the notification requirements of either clause 52.232-20 "Limitation of Cost" or clause 52.232-22 "Limitation of Funds."
- f. Task Orders shall not change any terms or conditions of the contract. Where any language in

the work assignment may suggest a change in the contract terms or conditions, the Contractor shall notify the Contracting Officer within 5 calendar days after receipt of a Task Order.

### C.3.2 TASK ORDER IMPLEMENTATION

- a. The COTR shall initiate the Task Order implementation process through the Contracting Officer by preparing a statement of requirements or objectives to be achieved by completion of work under the Task Order, in the form of a Task Objective Statement (TOS). The TOS will contain a detailed description of the functional or other objectives to be achieved, a planned schedule for completion of work under the Task Order, period of performance, and deliverables to be provided under the Task Order.
- b. The Contractor shall, on the basis of the TOS, develop a work plan or Statement of Work which defines the contractor's technical approach, specific tasks and actions which are proposed to be taken by the Contractor to complete the work under the Task Order and a cost estimate. The Contractor shall deliver four copies of the work plan and cost estimate to the PTO within ten (10) working days after receipt of the TOS. The work plan shall be developed and submitted to the PTO. The work plan shall provide the Contractor's interpretation of the scope of work, a description of the technical approach, and a work schedule. The Contractor shall also identify all the responsibilities of the Government which will affect the Task Order and any dependencies which may exist.
- c. Based upon the contents of the work plan and cost estimate, the Contractor and the PTO shall negotiate the number of hours and labor mix required to complete the Task Order, the cost of any "Other Direct Costs (ODC's)," materials, or services required by the Task Order, and any changes in the scope of the work to be performed, the schedule or the deliverables to be provided under the Task Order.
- d. Within 5 working days following the conclusion of final negotiations related to the work plan and cost estimate, the Contractor shall submit a revised work plan which reflects the negotiated agreement. A Task Order is then fully executed and issued by the Contracting Officer. The

Contractor shall commence work on the Task Order in accordance with the effective start date indicated in the fully executed Task Order. The Task Order includes the baseline plan of cost, schedule, and deliverables for completion of the Task Order.

- e. Following execution of the Task Order, technical clarifications may be issued in writing at any time by the COTR to amplify or provide additional guidance to the Contractor regarding the performance of the Task Order.
- f. Pursuant to the FAR Clause 52.243-7, "Notification of Changes," as contained in Section H of this solicitation, the Contractor shall notify the Contracting Officer immediately of any instructions or guidance the Contractor considers to be a change to the Task Order which will impact the cost, schedule or deliverable content of the baseline work plan. In cases where technical instructions or other events may dictate a change from the baseline, task orders may be formally amended to reflect modifications to tasking. The Contractor is responsible for revising the work plan to reflect Task Order amendments within 5 working days following negotiation or issuance of a modification of the Task Order.

#### **C.4 SCOPE OF WORK**

Major areas where the contractor will provide expert project management, administration and technical analysis support and assistance include, but are not limited to:

- o Project/Contract Management Support and Administration
- o Quality Assurance Support
- o Configuration Management Support
- o Information Technology Security Program Support
- o IV&V, Product Software and Engineering Support
- o Test and Integration Support

The following subsections discuss each of these areas in detail. Within the scope of work, specific task assignments under these areas will be issued in the form of written fully executed task orders by the PTO Contracting Officer (CO).

##### **C.4.1 PROJECT/CONTRACT MANAGEMENT AND ADMINISTRATION**

C.4.1.1 The Contractor shall provide support to the PTO in carrying out project and contract management and administration activities. This support shall include assistance in defining project/contract administration requirements, development of task orders and technical tasking statements of other contractors, evaluation of other contractors' technical documents, plans, performance and products, and defining standards of acceptability for contractor's deliverables. When required, this evaluation shall also include an assessment of technical proposals for feasibility and reasonableness, as well as an assessment of the impact on the schedule resulting from failure to meet the requirements as specified in task orders or other technical tasking statements.

C.4.1.2 As required, the contractor shall participate in the development of project/contract administration and management standards, review of other contractors' status reports, financial assessment reports, and other documentation for the purpose of assessing accuracy, validity, completeness, and compliance with contract requirements. When required, the contractor shall participate in formal design and product review meetings and shall prepare and deliver briefings on project/contract management and administration activities. As required, the contractor shall participate in task order and contract close-out functions for other contractors.

C.4.1.3 As required, the contractor shall evaluate the Engineering Change Proposals (ECPs) submitted by other contractors. The purpose of this evaluation is to ensure that the rationale provided with the ECP supports the changes suggested, and that the impacts on baseline documents are identified. The contractor shall provide the evaluation results to the Government with a recommendation regarding the completeness of the prime ECP effort.

C.4.1.4 As required, the contractor shall provide support for internal audits, administrative and control reviews, feasibility and other special studies.

C.4.1.5 As required, the contractor shall assist the PTO in acquisition planning development of acquisition documents and source selection strategies that will include, but not be limited to strategies for evaluation of offerors' technical proposals. However, this support shall not include actual rating or grading of proposals.

C.4.1.6 As required, the contractor shall assist the PTO in the planning and development of a wide range of workforce training and development activities such as business processing reengineering training; user training on automated systems access, utilization, and data integrity; training in support of project management and Total Quality Management (TQM) Initiatives, etc.

#### C.4.2 QUALITY ASSURANCE SUPPORT

The contractor shall assist the PTO in the establishment and execution of a comprehensive Quality Assurance (QA) program for PTO's automated